

Greenlease, Inc.

700 Porter Building
Pittsburgh, PA 15219
(412) 456-4400

June 17, 1986

6-170A015

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8789C
Filed 1425

JUN 19 1986 3 15 PM

INTERSTATE COMMERCE COMMISSION

Please deliver directly to Mildred Lee, Room 2303

No.

Date JUN 19 1986

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U. S. Code are the original and three counterparts of an Assumption Agreement dated as of January 1, 1986. This Assumption Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 9:25 a.m. on April 25, 1977, with Recordation Number 8789.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Assumption Agreement are as follows:

Lessor: Greenlease, Inc.
Greenville, Pennsylvania 16125

Transferee: Soo Line Railroad Company
Soo Line Building
Box 530
Minneapolis, Minnesota 55440

OFFICE OF
THE SECRETARY
JUN 19 3 04 PM 1986
MOTOR OPERATING UNIT

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two counterparts of the Assumption Agreement to John R. Young, 700 Porter Building, Pittsburgh, PA 15219.

Also enclosed is a check in the amount of \$10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Assumption Agreement between Greenlease, Inc., Greenville, Pennsylvania 16125 and the Soo Line Railroad Company, Soo Line Building, Box 530, Minneapolis, Minnesota 55440, dated as of January 1, 1986 and covering one hundred All Steel 100-ton Twin Ballast Cars, Road Nos. MILW 341450 to 341549, and connected to the Railroad Car Lease Agreement recorded at 9:25 a.m. on April 25, 1977 with Recordation Number 8789.

Very truly yours,

GREENLEASE, INC.

By John R. Young
Its Vice President
LESSOR AS AFORESAID

Enclosures

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	One Hundred All Steel 100-ton Twin Ballast Cars
MANUFACTURER:	Greenville Steel Car Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE):	MILW 341450 to 341549

Interstate Commerce Commission
Washington, D.C. 20423

6/20/86

OFFICE OF THE SECRETARY

John R. Young
Vice President
Greenlease, Inc.
700 Porter Building
Pittsburgh, PA. 15219

Dear Sir:

The enclosed documents(s) was recorded pursuant to the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on ~~6/15/86~~ at 3:15pm, and assigned re-cordation number(s). 8789-C & 9006-C

Sincerely yours,

Noreta R. McGee
Acting Secretary

8789C
Filed 1425

JUN 19 1986 -3 15 PM

ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

Assumption Agreement dated as of January 1, 1986, between GREENLEASE, INC., a Delaware corporation (the "Lessor"), and S00 LINE RAILROAD COMPANY, a Minnesota corporation (the "Transferee").

WHEREAS, Greenville Steel Car Company, a Pennsylvania corporation ("Greenville"), and Chicago, Milwaukee, St. Paul And Pacific Railroad Company, a Wisconsin corporation ("Chicago Milwaukee"), heretofore entered into a Railroad Car Lease Agreement effective April 1, 1977 (the "Lease"), whereby Greenville leased to Chicago-Milwaukee 100 All Steel 100-ton Twin Ballast Cars, Road Nos. MILW 341450 to 341549 both inclusive (the "Cars"); and

WHEREAS, Greenville assigned its interest in the Lease to Greenville Leasing Company, a Delaware corporation ("Leasing") effective as of December 31, 1980; and

WHEREAS, Leasing assigned its interest in the Lease to Greenlease, Inc., a Delaware corporation (the "Lessor"), effective as of September 1, 1984; and

WHEREAS, as of February 19, 1985, The Milwaukee Road, Inc., a Minnesota corporation, acquired certain operating rail assets and related obligations, including the lessee's interest in the Lease and the 98 Cars then remaining thereunder, from Richard B. Ogilvie, Trustee of the property of Chicago Milwaukee, Debtor, pursuant to Order No. 809 of the United States District Court for the Northern District of Illinois, Eastern Division (No. 77B 8999) and an Asset Purchase Agreement, as amended, between the parties; and

WHEREAS, The Milwaukee Road, Inc. was merged into the Transferee effective as of 11:59 p.m. on December 31, 1985; and

WHEREAS, the Transferee desires to continue as lessee under the Lease and is willing to assume all obligations of the lessee thereunder; and

WHEREAS, the Lessor is willing to consent to the Transferee's acquisition of the lessee's interest under the Lease and its assumption of all obligations of the lessee thereunder.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The Transferee agrees to be bound by the terms of the Lease and assumes and undertakes all of the obligations and liabilities of the lessee thereunder. The Transferee shall execute and deliver such further documents and instruments as Lessor may reasonably request to evidence the assumption of obligations and liabilities provided hereby.
2. All terms, conditions and covenants of the Lease shall remain unchanged and shall continue to remain in full force and effect.
3. Transferee hereby represents, warrants and covenants that the obligations and liabilities of the lessee under the Lease are not subject to any disputes, offsets or counterclaims of any kind or nature whatsoever.

4. Lessor hereby consents to the transfer of the lessee's rights and interest in and under the Lease to the Transferee and to the assumption by the Transferee of the lessee's obligations and liabilities under the Lease.

Witness the due execution hereof as of the 1st day of January, 1986.

ATTEST:

Glenn R. Holmes
(Corporate seal)
CORPORATE SECRETARY

SOO LINE RAILROAD COMPANY

By *Paul J. Quinn*
Executive Vice President Operations

ATTEST:

Edward W. Moses, Secretary
(Corporate seal)

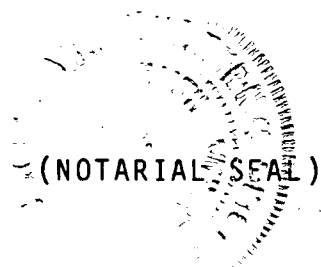
GREENLEASE, INC.

By *John R. Young*
Vice President

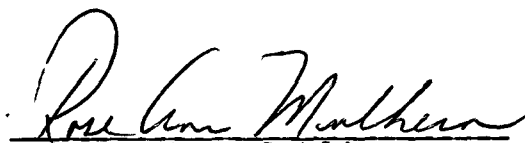
COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 16th day of *June*, 1986 before me personally appeared John R. Young to me personally known, who being duly sworn, says that he is a Vice President of Greenlease, Inc., a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority vested in him by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(NOTARIAL SEAL)


Notary Public

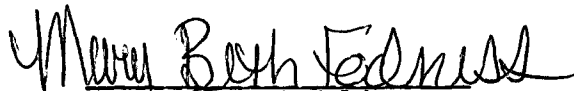
ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1989

STATE OF MINNESOTA
COUNTY OF HENNEPIN

)
) ss:
)

On this 9th day of June, 1986, before me personally appeared Earl J. Currie, to me personally known, who being by me duly sworn, says that he is the Executive VP Operations of the Soo Line Railroad Company, a Minnesota corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

(NOTARIAL SEAL)

My Commission Expires:

